STATEMENT OF WORK (SOW)

TELEPHONIC MEDICAL/HEALTHCARE LANGUAGE INTERPRETATION SERVICES

March 2012

STATEMENT OF WORK

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TELEPHONIC LANGUAGE MEDICAL/HEALTHCARE INTERPRETATION SERVICES

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Statement of Work (SOW) describes the over-the-telephone, person-to-person Medical/Healthcare Language Interpretation Services (Services) to be provided by Contractor on-demand to The County of Los Angeles (County) Department of Health Services (DHS) to facilitate verbal communication between DHS and County Customers.

DHS will access the Services when DHS determines that a face-to-face or telephonic exchange between a Customer and DHS requires interpretation to and from English and to and from one of the County's Required Threshold languages identified in Attachment 1. The following scenario describes the process the DHS expects to follow to arrange for and accomplish that interpretation:

- 1.1 DHS comes into contact with a Customer either, a) telephonically orb) in person, on-premises.
- **1.2** DHS recognizes the need for interpretation for the Customer.
 - If telephonically DHS will conference in an interpreter via a third-party transfer to connect all parties.
 - If on premises DHS will transfer the Customer to a second extension to connect to an interpreter, or
 - Include the Customer using a second handset of a Third-Party Language Telephone; or
 - Using dual-set Digital Enhanced Cordless Telecommunications
 (DECT) Cordless phones with multiple-line capability.
- **1.3** DHS calls Contractor via Contractor's toll-free number.
- **1.4** Contractor answers incoming call.
- **1.5** DHS provides Contractor the Department's Assigned user access identification.

- **1.6** DHS adds Customer as a third-party to the call for the purposes of interpretation.
- 1.7 Contractor's staff initiates dialogue with the Customer to identify the Customer's Target Language.
- 1.8 Contractor routes the call to Contractor's interpreter who is trained and qualified to interpret to and from English to the Customer's Target Language.
- **1.9** Interpreter translates both the DHS's and the Customer's communication to facilitate the exchange.
- **1.10** DHS determines that the transaction is complete and terminates the call.

NOTE: Steps 1.5 through 1.9 are measured as the Call-Connect Response time.

2.0 **DEFINITIONS**

- 2.1 Call-Connect Response Time: The elapsed time measured from the time the Contractor answers the Department's call requesting Service, to when the correct interpreter picks up the call to perform the Service.
- **2.2 Customer:** Any person conducting business or requesting information or services from DHS.
- **2.3 Contractor:** A vendor hired by the County to perform Telephonic Medical/Healthcare Language Interpretation services.
- **2.4 Days:** Calendar day(s) unless otherwise specified.
- **2.5 Department of Health Services (DHS):** The County of Los Angeles, Department of Health Services.
- **2.6 Facility:** County Medical Facility using services provided by the Contractor.
- 2.7 Services: On demand, over-the-telephone, person-to-person Medical/Healthcare Language Interpretation to and from English and to and from one or more of the Required Threshold languages identified in Statement of Work, Attachment 1.

- **2.8 Target Language:** The Customer's native or preferred language that requires interpretation to and from English.
- 2.9 Third-Party Language Telephones: Telephones placed in locations where walk-in Customers will require real-time Services in order to conduct their business with County personnel.
- 2.10 Threshold Languages: A language that is identified on the Medi-Cal Eligibility Data System (MEDS), as the primary language of 3,000 beneficiaries or five (5) percent of the beneficiary population, whichever is lower, in an identified geographic area (in this instance Los Angeles County), per Title 9, CCR, Section 1810.410.

3.0 SERVICE REQUIREMENTS

3.1 SERVICES

- 3.1.1 Contractor must provide on-demand, human interpreters using state-of-the-art computer telephone systems, databases, networks, and power requirements to maintain services 24 hours per day, 7 days a week, and 365 days a year.
- 3.1.2 Contractor shall staff the appropriate number of personnel to ensure a call-connect response time of no more than 60 seconds for Spanish interpretation and 120 seconds for interpretation of other languages.
- 3.1.3 Contactor shall provide Services to and from English and to and from the County Required Threshold Languages (Attachment 1), and any additional languages on the Contractor Provided Language List chosen by the Contractor (Attachment 5).
- 3.1.4 Contactor shall provide Services for languages in addition to those identified in Attachment 1 and Attachment 5 to the Statement of Work within ten (10) business days after language is added as set forth in the Master Agreement, subparagraph 8.1, Amendments.

- 3.1.5 Contractor shall establish and submit Contractor's call routing procedures for review and approval by County within thirty (30) days after effective date of Master Agreement. Procedures shall contain, at a minimum, the following:
 - Contractor's methods for screening each call for language identification and providing interpreter access within the required 60 second call-connect time for Spanish interpretation and 120 second call-connect time for languages other than Spanish.
 - Steps that Contractor takes in the event a call is not completed, a service interruption occurs while providing Medical/Interpretation services, or demand increases in the event of an emergency or regional disaster.
- 3.1.6 Contractor shall provide DHS employees with training and training materials on how to access and use the Services within thirty (30) days after Master Agreement effective date and on an annual basis thereafter, or more frequently, at the request of Facility's Project Manager.
- 3.1.7 Contractor shall maintain and provide toll-free access number(s), DHS user identifications and user passcodes in the quantities as specified by County to enable DHS to access and use the Services.
- 3.1.8 Contractor shall obtain County's approval in advance of Contactor making service or procedure changes.

3.2 STAFFING

3.2.1 Contractor shall ensure that all Services are provided by human, professional interpreters. Contractor shall ensure that its interpreters have met the following requirements and provide examples documenting such.

Each interpreter must:

 Have at least two (2) years within the last five (5) years of professional experience performing interpretation

- services to and from English and to and from one or more of the County Required Threshold Language(s) (Attachment 1).
- Have at least six (6) months of experience performing
 Telephonic Medical/Healthcare Language Interpretation
 services to and from English and to and from one or
 more of the County Required Threshold Languages in a
 healthcare setting.
- Be fluent in English and have native fluency in and cultural awareness of the County's Required Threshold Languages(s).
- Have tested and passed Contractor's documented and formalized certification procedure that adheres to the California State Personnel Board's Specification and Performance Standards for Contract Interpreter and Translations Services Certification of Interpreters and Translators, or;
- Completed a Medical/Healthcare Language training program for interpreters (at least 40 hours) which covers medical terminology with coursework including, anatomy and physiology, medical specialties, healthcare practices, diagnostic procedures and testing, pathology and treatment, ethics, linguistic challenges, sight translations, and cultural competence.
- Provide interpretation only for the language(s) for which they have been certified by Contractor.
- During training, staff must review and sign confidentiality and nondisclosure agreements that address privacy of communications, personal responsibility, and protection of information belonging to Customers of the County.
- 3.2.2 Contractor shall ensure that all persons performing Services meet the qualifications detailed in subparagraph 3.2.1 of the

- Statement of Work and possess the knowledge to correctly interpret medical terminology to and from English and to and from one or more of the County Required Threshold Languages.
- 3.2.3 Contractor shall train, test, and qualify interpreters to ensure that they provide all Services in accordance with the confidentiality and non-disclosure requirements contained in Master Agreement, subparagraph 7.6, Confidentiality, and subparagraph 8.25, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Care Information Technology for Economic and Clinical Health Act (HITECH).
- 3.2.4 Contractor shall provide training programs for all new employees, and continuing in-service training for all employees.
- 3.2.5 Contactor shall maintain complete training and certification records for all interpreters, and make records available to County for review within 3 business days of County's request. Training and certification records must contain, at a minimum, the following:
 - Information that specifies how the interpreter's language fluency was verified/tested.
 - Date that interpreter's fluency was verified/tested.
 - Identification of the language(s) in which the interpreter is qualified to interpret;
 - Identification of the level of competency verified/tested and the score or rating assigned to identify the interpreter's level of fluency;
 - Documentation demonstrating that the interpreter has a minimum of two years within the last five years of professional medical/health care interpreter experience in the certified language; and

- Dates and types of all training provided by Contractor to meet confidentially and non-disclosure requirements.
- 3.2.6 Contractor shall ensure that all County employees receive appropriate training and instructional materials regarding the use of the interpretive services, toll-free numbers and passcodes.

4.0 OPERATIONAL INFRASTRUCTURE REQUIREMENTS

- 4.1 Contractor shall maintain a minimum of one (1) centralized call center within the United States with uninterruptible power supply and toll-free access number(s).
- **4.2** Contractor shall provide state-of-the-art computer telephone systems, databases, networks, and power requirements to maintain Services 24 hours a day, 7 days a week, 365 days a year.
- 4.3 The Call center must be equipped and staffed to ensure a call-connect response time of no more than 60 seconds for Spanish interpretation and 120 seconds for other languages.
- 4.4 Contractor shall provide backup capabilities for all systems to ensure that no degradation of or interruption to the required service level occurs in the event of a system or power failure.
- 4.5 Contractor shall have operating and backup capacity to provide continuing Services to DHS in the event of an unforeseen emergency, regional disaster or other catastrophic occurrence where exceedingly high volumes of Services would be required over a period of days or weeks.
- 4.6 Contractor must be able to provide interpretation services from and to English for County's Required Threshold Languages and be able to add additional languages when required by County.
- 4.7 Contractor must have procedures subject to County review and approval in the event calls are not completed; have services interruptions when providing interpretation service; and emergency calling situations.

4.8 Contractor must maintain and keep all interpretation information received in a confidential manner.

5.0 ADDITION/DELETION OF SERVICES TO OTHER COUNTY DEPARTMENTS AND OR FACILITIES

Contractor shall provide Services for DHS facilities listed in SOW, Attachment 2. County may from time to time add or delete Departments and/or facilities from the list as required. The addition and/or deletion of Departments and/or facilities will be accomplished by means of an Amendment. Should a Department be added, Contractor shall provide the list of the toll-free access telephone numbers, customer identification numbers, passcodes, and County employee training and instructions on the use of Services.

6.0 QUALITY CONTROL

- 6.1 Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of services throughout the term of the Master Agreement. The Plan shall be submitted to the Facility's Project Manager for review and approval within sixty (60) days after the effective date of the Agreement. The plan shall detail the following:
 - 6.1.1 Contractor's method of monitoring to ensure that Master Agreement requirements are being met.
 - 6.1.2 Contractor's procedures for conducting and maintaining complete records of all inspections, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- **6.2** Contractor shall provide records of inspections and corrective actions to the County upon request.

7.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as defined in the Master Agreement, subparagraph 8.17, County's Quality Assurance Plan.

7.1 Contract Discrepancy Report (Attachment 3)

- 7.1.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.
- 7.1.2 The Facility Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Facility Project Monitor within (5) workdays with a plan for correction of all deficiencies identified in the Contract Discrepancy Report.

7.2 County Observations

In addition to contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

8.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

8.1 Personnel

The County will administer the contract according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement. Specific duties will include:

- 8.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 8.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 8.1.3 Preparing Amendments in accordance with the Master Agreement Paragraph 8.0, Terms and Conditions, Subparagraph 8.1 Amendments.

CONTRACTOR

8.2 Project Manager

- 8.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall maintain an office where Contractor conducts business with a telephone in the company's name that will allow DHS to reach Contractor via the telephone toll-free where the Project Manager or designated alternate may be reached on a twenty-four (24) hour per day basis.
- 8.2.2 Contractor's Project Manager/alternate shall have a full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager shall demonstrate previous experience in the management services for facilities similar in size and complexity.
- 8.2.3 Contractor's Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

8.3 Personnel

8.3.1 Contractor shall assign a sufficient number of employees and staff to perform the required work in order to facilitate the language requirements and call-connect response time required in this SOW

- 8.3.2 Contractor shall ensure that all translators are certified by the firm and have native fluency in their respective languages and are proficient in English.
- 8.3.3 Contractor shall ensure that all employees and staff providing interpretation services adhere to the highest ethical standards and professionalism and will handle all interpretive calls in strict confidence. Contractor shall provide, upon County's request, all confidentiality and ethics statements signed by Contractor's employees and staff in their performance of this Master Agreement.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

- 9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement and the SOW, Attachment 4, the PRS Chart, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.
- 9.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Agreement, and for which Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Agreement section of the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/fees to be assessed for services that are not satisfactory (column 4).

COUNTY REQUIRED THRESHOLD LANGUAGES

A "Threshold Language" is a language that is identified on the Medi-Cal Eligibility Data System (MEDS), as the primary language of 3,000 beneficiaries or five (5) percent of the beneficiary population, whichever is lower, in an identified geographic area (in this instance Los Angeles County), per Title 9, CCR, Section 1810.410.

The languages listed below are the Threshold Languages for Los Angeles County. Provision of these languages is a minimum requirement for any Contractor Qualifying for this RFSQ.

LANGUAGE

Arabic

Armenian

Cantonese

Farsi

Hmong

Khmer

Korean

Mandarin

Russian

Spanish

Tagalog

Vietnamese

DHS FACILITIES LIST

Department of Health Services

Medical Facilities

- LAC+USC Medical Center
- Harbor-UCLA Medical Center
- Olive View-UCLA Medical Center
- Rancho Los Amigos National Rehabilitation Center

Multi-Service Ambulatory Care Center (MACC)

- Martin Luther King Jr. MACC
- High Desert MACC

Comprehensive Health Services (CHC)

- Edward R. Roybal CHC
- El Monte CHC
- H. Claude Hudson CHC
- Long Beach CHC
- Hubert H. Humphrey CHC
- Mid Valley CHC

CONTRACT DISCREPANCY REPORT

10:		
FROM:		
DATES:		
Prepared:		
Returned by Contractor:		
DISCREPANCY		
PROBLEMS:	_	
Signature of County Representative		Date
CONTRACTOR RESPONSE (Cause a	nd Corrective Action):	
Signature of Contractor Representative		Date
COUNTY EVALUATION OF CONTRAC	CTOR RESPONSE:	
Signature of County Representative		Date
COUNTY ACTIONS:		
CONTRACTOR NOTIFIED OF ACTION	N:	
County Representative's Signature and	Date	
Contractor Representative's Signature a	and Date	

ATTACHMENT 4

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTION/FEES TO BE ASSESSED
Master Agreement; Paragraph 5.0	Contractor shall provide accurate monthly billing statements.	Receipt of documents	\$50 per incorrect bill submitted
Master Agreement; subparagraph 8.5.7	Contractor shall provide copies of responses to complaints within 5 days of mailing to complainant.	Inspection & Observation	\$50 per occurrence
Master Agreement: Paragraph 8.45	Contractor shall obtain County's written approval prior to Subcontracting any work.	Inspection & Observation	\$500 per occurrence;
SOW; subparagraph 3.1.1	Contractor shall provide Services 24 hours a day, 7 days a week, 365 days per year.	Inspection & Observation	\$100 per occurrence for each call not answered
SOW; subparagraph 3.1.2	Contractor shall staff the appropriate number of personnel to ensure a call-connect response time of no more than 60 seconds for Spanish and no more than 120 seconds for other languages.	Inspection & Observation	\$100 per occurrence for each: Call-connect response time which exceeds 60 seconds for Spanish and seconds for other languages
SOW subparagraph 3.1.3	Contractor shall provide interpretation services to and from English and to and from County's Required Threshold Languages.	Inspection & Observation	\$100 per occurrence for each: Wrong Interpreter assigned to call Interpreter unable to perform Service
SOW; subparagraph 3.1.4	Contractor shall provide Services for languages in addition to those identified in Appendix B, SOW, Attachment 1 within 10 days after effective date of County's Amendment	Inspection & Observation	\$50 per day for each day activation is delayed after due date.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART (Continue)

SOW; subparagraph 3.1.5	Contractor shall establish and submit call routing procedures for County review and approval within thirty (30) days after Master Agreement award	Receipt of Call Routing Procedure	\$100 per day for each day Procedure is delayed after due date.
SOW; subparagraph 3.1.6	Contractor shall provide DHS employees with training and training materials on how to access and use Services within thirty (30) days after Master Agreement award, and on an annual basis thereafter.	Receipt of Training and Training Materials; Inspection and Observation	\$50 per day, per occurrence of not providing training or training materials.
SOW; subparagraph 3.2.1	Contractor shall ensure that Services are provided by human, professional interpreters meeting the requirements detailed in Sub-Paragraph 3.2.1.	Inspection & Observation	\$50 per occurrence for first three days of non-certification; \$200 per employee after three days;
SOW; subparagraph 3.2.3	Contractor shall train, test and qualify interpreters to ensure that they provide all Services in accordance with the Master Agreement's confidentiality and non-disclosure requirements.	Inspection & Observation	\$100 per untrained employee and \$50 per day until trained.
SOW; subparagraph 3.2.4	Contractor shall provide training programs for all new employees and continuing in-service training for all employees	Inspection & Observation	\$100 per occurrence for failure to train each new employee or provide continuing in-service training for all employees.
SOW; subparagraph 3.2.5	Contractor shall maintain complete training and certification records for all interpreters. - Contractor must provide to County within one (3) business day of request by County.	Inspection & Observation Receipt of Documents	\$50 per occurrence for failure to maintain records for each employee; \$100 per day for each day records are delayed after due date
SOW; subparagraph 4.4	Contractor shall provide backup capabilities for all systems to ensure that no degradation of or interruption to the required service level occurs in the event of a system or power failure.	Inspection & Observation	\$100 per occurrence for Call not answered Call interrupted due to system or power failure

CONTRACTOR PROVIDED LANGUAGE LIST

INSTRUCTIONS: Place an "X" in the box next to languages your agency will provide. NOTE: Threshold Languages are a minimum requirement for this RFSQ and are prefilled. Please include any additional languages for which you will provide services in the spaces provided—attach an additional sheet if necessary.

	T			1						1	 		
1	AFRICAANS		12	BOSNIAN		23	CREOLE		34	FIJIAN HINDI	45	HAITIAN CREOLE	
2	ALBANIAN		13	BULGARIAN		24	CROATIAN		35	FRENCH	46	HAWAIIAN	
3	AMHARIC		14	BURMESE / MYANMAR		25	CZECH		36	FRISIAN/ GERMANIC	47	HEBREW	
4	ARABIC	Х	15	CAMBODIAN	X	26	DANISH		37	FUKIENESE	48	HINDI/ HINDUSTANI	
5	ARMENIAN	Х	16	CANTONESE	X	27	DIULA		38	FULA	49	HMONG	X
6	ASSAMESES		17	CATALAN		28	DUTCH/ FLEMISH		39	FUZHOU	50	HUNGARIAN/ MAGYAR	
7	ASSYRIAN		18	CERUANO		29	ENGLISH		40	GAELIC	51	IGBO	
8	BAHASA		19	CHECHEN		30	ESTONIAN		41	GANA	52	INDONESIAN	
9	BANTU		20	CHIN		31	ETHIOPIAN		42	GERMAN	53	KANJOBAL/ MAYAN	
10	BENGALI		21	CHINESE	Х	32	FAROESE		43	GREEK	54	KHMER	X
11	BIHARI		22	CHIUCHOW / CHAOCHOW		33	FARSI	X	44	GUJURATI	55	KIRGHIZ/ RUSSIAN	

56	KOREAN	X	71	NORWEGIAN		86	SHANGHAINES		101	TSHIBUBA			
57	KURDISH		72	OJIBWAY		87	SINDHI		102	TURKISH			
58	LAO		73	OTHER CHINESE		88	SINHELESE/ CEYLON		103	UKRANIAN/ CARPATHO/RUSSIAN			
59	LATVIAN LITTISH		74	PASHTO/ PUSHTO/ AFGHANI		89	SLOVAK		104	URDU			
60	LIGALA		75	POLISH		90	SOMALI		105	VIETNAMESE	X		
61	LITHUANIAN		76	PORTUGUESE		91	SONGAN		106	WALLOON			
62	MACEDONIAN/ YUGOSLAVIAN		77	PUNJABI		92	SPANISH		107	WOLOF			
63	MALAGASY		78	QUICHE		93	SWAHILI		108	YDISSH			
64	MALAY		79	ROMANI/ GYPSY		94	SWEDISH		109	YORUBA			
65	MANDARIN	Х	80	ROMANIAN		95	TAGALOG/ PHILIPPINES	Х	110				
66	MONGOLIAN		81	RUSSIAN	Х	96	TAIWANESE		111				
67	NAHUATL		82	SAH		97	TAMIL		112				
68	NAVAJO		83	SAMOAN		98	THAI	Х	113				
69	NEPALI		84	SERBIAN		99	TIGRENIA		114				
70	NIGERIAN		85	SERO- CROATIAN (YOGO)		100	TONGAN		115				